

Preface

Valles Caldera Trust (VCT) desires collaboration with the University of California to provide technical assistance for potential projects of interest to the VCT for the 10 years remaining of the Trust's Experiment Management Program.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

VALLES CALDERA TRUST

REGARDING

THE VALLES CALDERA NATIONAL PRESERVE (VCNP)

THIS MEMORANDUM OF UNDERSTANDING is made and entered into between the Regents of the University of California (“UC”) operating the Los Alamos National Laboratory (“LANL”) under contract to the National Nuclear Security Administration of the United States Department of Energy (“NNSA”) under Contract No.W-7405-ENG-36, and the Valles Caldera Trust (“VCT”).

WHEREAS, the VCT desires to collaborate with a partner who can provide technical assistance for potential projects that would be of immediate interest to the VCT in FY05, and

WHEREAS, the UC operates LANL and various scientific and technical UC employees at LANL can provide the desired collaborations with the VCT, and

WHEREAS, pursuant to its Prime Contract with NNSA, the UC is authorized to engage in community outreach efforts such as this Memorandum of Understanding; and

WHEREAS both UC and the NNSA will benefit if UC scientific and technical personnel are able to expand their knowledge and experience in various fields by collaborating and working with the VCT,

NOW THEREFORE, in consideration of the mutual promises contained herein, this Memorandum of Understanding constitutes the written record of the obligations and

responsibilities of the parties regarding their collaborative efforts, technical assistance, and work they are intending to accomplish.

1. Scope of Work

UC intends to pursue a variety of projects, in collaboration with the VCT, using existing LANL staff/programs or faculty, staff and students in the UC system as part of its ongoing “Directed Research and Development” program. Such programs include, without limitation:

- A. Continued surveys for spotted owls as part of a regional owl population assessment;
- B. LIDAR acquisition and processing for GIS mapping;
- C. Digital ortho photography;
- D. Completion of the geologic mapping currently underway and creation of a preserve geology map product;
- E. Integration of Preserve data into the LANL USFS-NRIS application;
- F. GIS consulting in a geodatabase design and implementation of SDE in a SQLServer environment;
- G. Completion of the ongoing elk movement and migration study;
- H. Assistance with validation of GIS layers of the VCNP;
- I. Continuation of the carbon-cycling and evapotranspiration study; and
- J. Studying how LANL technologies might be integrated into the VCNP to help meet the Trust’s goals.

2. Implementation

The projects noted above, as well as other technical assistance projects, will be implemented through such separate agreements as the Parties may negotiate and approve in the future.

3. Program Administration

The VCT Preserve Scientist and LANL Project Manager shall be responsible for setting direction, monitoring progress, and both establishing metrics for and assessing the success of each project.

4. Available Funds and Financing

LANL has budgeted funds in FY 2005 in its General and Administrative (G & A) pool that it intends to expend for VCT technical assistance projects that will be undertaken through existing LANL staff/programs. Prior approval from the LANL Project Manager will be required before funds are allocated to ensure that all ongoing efforts are coordinated, can be properly funded, and that all necessary or appropriate mutual agreements have been finalized. Each Party shall provide adequate staff to support its role in this collaboration, subject to available funding, and each Party shall be responsible for its own costs unless other arrangements are made through such future agreements as may be approved by each Party. This MOU is not a binding contract and shall not and does not obligate or commit funds, nor is it the basis for the transfer of funds.

LANL and VCT acknowledge that annual budget constraints will cause funding levels to fluctuate during the coming decade, but it is the intent of both parties to collaborate as much as possible within the auspices of this MOU.

5. No Third Party Rights

Nothing in this MOU, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party hereto.

6. Claims

Each Party shall be responsible for any claims and demands arising under the MOU in proportion to its fault in the events giving rise to such claims and demands, as determined by the law and judicial precedent and as limited by any federal or state law applicable to one or the other of the Members.

7. Term and Termination.

Either Party may terminate its participation in this MOU upon 60 days written notice to the other Party. This MOU shall become effective on the date of signature or May 1, 2005, whichever is earlier, and shall terminate on September 30, 2015, unless the Parties agree, in writing, to extend it.

8. Entire Agreement

This MOU constitutes the full and final understanding of the Parties on all subjects contained within it. All prior negotiations, understandings, and agreements are merged into this MOU. No subsequent understanding or agreement may modify this MOU unless it is in writing and signed by the Members or their authorized agents.

VALLES CALDERA TRUST

BY:

RAY POWELL

DATE

EXECUTIVE DIRECTOR

VALLES CALDERA NATIONAL PRESERVE

REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY:

G. PETER NANOS

DATE

DIRECTOR